

GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS BY THE COMPANY AGROFERT, a.s.

1. INTRODUCTORY PROVISIONS

- 1.1. These general purchasing terms and conditions of AGROFERT, a.s., (hereinafter the “**Purchasing Terms and Conditions**”) apply to all legal relations concerning the purchase of goods—agricultural commodities, feed ingredients and supplementary substances (hereinafter “**Goods**”), where the customer or buyer is AGROFERT, a.s., registered office: Pyšelská 2327/2, Chodov, 149 00 Prague 4, business ID number: 26185610, (hereinafter the “**Buyer**”) and the other party is a supplier or seller (hereinafter the “**Seller**”). The individual provisions of these Purchasing Terms and Conditions apply and are binding on the contracting parties, unless a specific purchase contract, framework purchase contract or order (hereinafter the “**Purchase Contract**” or “**Contract**”) between the Buyer and the Seller provides otherwise.
- 1.2. The Purchase Contract, its annexes and these Purchasing Terms and Conditions form the full and complete Purchase Contract, which represents the aggregate of rights and duties of the contracting parties in relation to the delivery of Goods by the Seller to the Buyer. In the event there is a discrepancy or variance between these documents, their legal priority is determined as follows: Purchase Contract, annexes to Purchase Contract and these Purchasing Terms and Conditions. These Purchasing Terms and Conditions have priority over the provisions of the law that are not mandatory. The business relationship between the Buyer and the Seller can be subordinated to the peremptory provisions of Act No. 395/2009 Coll., on significant market power and unfair business practices in the sale of agricultural and food products (hereinafter Act No. 395/2009 Coll.). In this case, the Purchase Contract and all stages of the contracting process must be in writing and the Contract must contain the statutory requisites (price, amount of discount, if provided, method of payment of price and deadline for payment of price, if it is for a purchase, the subject of purchase and determination of the quantity and specifications of the related service). Written contact must be secured by sufficient measures ensuring credibility of origin and that the contents have not been interfered with.
- 1.3. The Buyer is entitled to make an order for Goods in writing, electronically (by e-mail) or by fax, if the business relationship is not subject to Act No. 395/2009 Coll., also by telephone or in person. In the case of a telephone or in-person order, the Seller is obliged to issue to the Buyer a written confirmation of the order containing, at least, the type, quantity and price of Goods, as well as the time and place of performance, or to confirm an order in another manner. In the event the Seller does not reject an order within 3 days of receiving the order in writing or by e-mail, the Contract will be regarded as having been concluded, as set out in the order.
- 1.4. A Purchase Contract is regarded as having been concluded at the moment the contracting parties agree on all requisites of the Contract. If one of the contracting parties has comments or proposals for the supplementation or modification of a proposal by the other contracting party, such comments are regarded as a new proposal for a Contract.
- the place of performance is not determined in the Purchase Contract, it is a place that the Buyer has notified to the Seller in the Contract.
- 2.3. The Buyer hands over transport instructions to the Seller for the transport of Goods to the place of performance. Transport instructions must contain the necessary information for the delivery of Goods to the Buyer, in particular the type of means of transport (truck, railway wagon, ship), the place of performance to which Goods are to be transported (railway station, address of business premises, address of place of unloading, port, etc.), the time of performance and/or any other specifications.
- 2.4. No later than 24 hours after the dispatch of Goods or after their delivery (in accordance with the specific parity), the Seller is obliged to send to the Buyer an electronic notification of Goods dispatch in which it will state the following:
- Number of the delivery note;
 - Date of sending of Goods (date of dispatch);
 - Specifications of the packaging of Goods (designation of material and weight of packaging);
 - Number of the Purchase Contract (Buyer’s order);
 - Name of Goods and their packaging;
 - Quantity sent;
 - Means of transport (in the case of road transport the vehicle’s registration number, the driver’s first name and surname);
 - Transport documents, label;
 - Place of dispatch;
 - Destination; and
 - Delivery date.
- 2.5. The Seller is not entitled to render performance in part, unless the contracting parties agree otherwise in a specific case.
- 2.6. The duty to deliver Goods is discharged upon the handover of defect-free Goods in the relevant quantity and quality in the place of performance in accordance with the terms and conditions of the Purchase Contract and their acceptance by the Buyer. The weight in the place of performance will be decisive for the determination of the quantity of Goods delivered. In the case of own transport by the Buyer, the Seller’s duty to deliver Goods is discharged upon loading on the means of transport of the Buyer or its agreed carrier, unless the Purchase Contract provides otherwise.
- 2.7. The Seller has an established procedure for taking, checking and storing samples of Goods for the Buyer’s needs in accordance with valid legal regulations, standards or quality standards valid for the relevant type of Goods, but for at least 6 months after their taking; in the event of a complaint about Goods, it is obliged to store the samples until the time the complaint is dealt with.
- 2.8. The Buyer is entitled, after every delivery in the place of performance before the acceptance of Goods, to take a sample of Goods and to have it analysed and also to perform a check re-weighing of the delivery. In the event that Goods are not in accordance with the Purchase Contract, the Buyer is entitled to refuse to accept the Goods. In such case the Buyer will notify the Seller of this fact without undue delay, by telephone and e-mail. The Seller is entitled to participate in the taking of samples or a check re-weighing of a delivery. The Seller will acknowledge the authenticity and veracity of samples taken by the Buyer even in the event it does not attend the check taking of samples or the check re-weighing of a delivery.
- 2.9. The Seller is obliged to deliver to the Buyer all documents and to produce all information related to the Goods required by the relevant Czech and EU legal regulations, the Purchase Contract, CSN and EN standards, quality standards and related legal regulations that apply to the Goods and are

2. DELIVERY TERMS

- 2.1. Unless agreed otherwise in the Contract, Goods are delivered to the Buyer at the moment of acceptance of Goods by the Buyer in the agreed place of performance. The Seller is obliged to arrange its own or contractual transport, so that during it there is no biological, chemical or physical contamination of Goods transported. Every delivery must be properly packaged or transported in accordance with the Buyer’s requirements or in accordance with the requirements that are usual for the transport of the relevant type of Goods.
- 2.2. The transport of Goods to the place of performance (delivery, destination) is arranged by the Seller on its own account, at its own responsibility and own expense, unless the contracting parties expressly agree otherwise. If

necessary for the use or application of the Goods or for their registration or distribution on the market in the Czech Republic and within the European Union at the same time as the Goods, at the latest.

- 2.10. If the Seller is in delay with delivering documents or handing over information in accordance with Article 2.9 to the Buyer, the Seller is obliged to pay the Buyer a contractual penalty totalling 0.01% of the purchase price for each day of delay, up to the maximum amount of 5% of the purchase price.

3. PAYMENT TERMS

- 3.1. The purchase price will be determined based on the quantity delivered and quality of Goods and will include all costs of delivery of Goods (e.g. transport, insurance, packaging, customs duties, charges and administrative costs), unless the Contract provides otherwise. In addition to the purchase price, VAT will be billed in an amount corresponding to valid legislation.
- 3.2. The Seller will bill the purchase price for Goods delivered in an invoice sent to the Buyer no later than 10 days after the delivery of Goods in accordance with Art. 3.6 of these Purchasing Terms and Conditions. The Seller will issue an invoice that will serve as an accounting document in accordance with Act No. 563/1991 Coll., on accounting, as amended, and will contain the requisites of a tax document in accordance with Act No. 235/2004 Coll., on value added tax, as amended (hereinafter the "VAT Act"), or with requisites in accordance with other legal regulations.
- 3.3. If an invoice does not contain all the requisites in accordance with legal regulations or the requisites set by the Purchase Contract, or if it contains material or content errors, the Buyer is entitled to return the invoice to the Seller together with a written statement of defects or shortcomings of the relevant invoice. Following the legitimate return of an invoice, the Seller will issue a new invoice within five days after the correction of the defects or shortcomings and with a new due date in accordance with Article 3.3 of these Purchasing Terms and Conditions. In the event of the legitimate return of an invoice, the Seller is not entitled to default interest.
- 3.4. The due date of an invoice issued in accordance with the terms and conditions of the Purchase Contract is 30 days after the day of acceptance of the Goods by the Buyer, but no earlier than 30 days after the date of its delivery to the Buyer. If the business relationship is governed by Act No. 395/2009 Coll., the maturity may not be more than 30 days after the delivery of the invoice. A payment is regarded as having been made if the whole invoiced amount is debited to the Buyer's account.
- 3.5. In the event of a delay with payment, the Seller is entitled to request payment of statutory default interest on the outstanding amount.
- 3.6. The Seller and the Buyer have agreed and acknowledge that the Seller will send copies of the original invoices electronically in PDF format to the e-mail address fakturace@agrofert.cz, where the invoice and attachments to the invoice will form one PDF file. The parties undertake to conclude the relevant contract for the purpose of electronic data exchange and invoicing.
- 3.7. The Seller represents that it is aware of its duty to pay VAT in full on the purchase price to the tax administrator and that it will pay VAT in full, on time and in the correct amount. The Seller also represents that it is in good economic condition, is not an entity against which seizure or insolvency proceedings are being conducted and is not conducting any dispute a failure in which would lead to an obligation the compliance with which would be impossible or would economically destabilise it. The Seller is not a person at risk of entry into insolvency proceedings and fulfils all its due liabilities in full and on time.
- 3.8. The Seller represents that it is not an entity with which proceedings are being conducted about its entry in records of unreliable taxpayers and has not been declared an unreliable taxpayer, and accepts the duty to inform the Buyer if it becomes an unreliable payer in accordance with the VAT Act.
- 3.9. The Buyer is entitled, in the event the Seller seems to it to be a risky VAT payer, to proceed in accordance with the relevant provisions of the VAT Act and to take preventative measures in the form of separating

a payment for Goods into the price part and the value added tax part, and paying value added tax directly to the tax administrator. The Buyer undertakes to inform the Seller of a preventative measure in accordance with the previous sentence.

- 3.10. If the local tax administrator which has the relevant jurisdiction calls on the Buyer to pay VAT for the Seller, the Buyer is entitled to unilaterally set off its recourse claim towards the Seller resulting from this payment against any due receivable of the Seller from the Buyer; the agreed price in accordance with this Purchase Contract is regarded as having been paid also in the event of the payment of tax by the Buyer for the Seller in accordance with the relevant provisions of the VAT Act. The Buyer undertakes to inform the Seller of this procedure.
- 3.11. In the event the Seller assigns its receivable for payment for taxable supplies from the Buyer to a third party (assignee) before its payment by the Buyer, the Buyer is entitled to pay tax directly to the relevant tax administrator of the Seller in accordance with the relevant provisions of the VAT Act. The payment of tax into the account of the relevant tax administrator, together with a payment for taxable supplies excluding value added tax to the assignee, will, in such case, be regarded as compliance with the duty to pay the price by the Buyer under the Contract and the Buyer is not in arrears. The Buyer undertakes to inform the Seller of this procedure.

4. OWNERSHIP RIGHT, RISK OF DAMAGE TO GOODS, INTELLECTUAL PROPERTY RIGHTS

- 4.1. The Buyer acquires an ownership right to the Goods at the moment agreed in the Purchase Contract, if not agreed, then at the moment the Goods are delivered. Before delivery, the Buyer acquires an ownership right to transported Goods when it obtains an authorisation to dispose of a consignment.
- 4.2. The Buyer acquires an ownership right also in the event that the Seller is not the owner of the Goods being sold unless, at the time the Buyer was to acquire the ownership right, it knew or should and could have known that the Seller was not the owner and that it was not entitled to dispose of the Goods for the purpose of their sale.
- 4.3. The risk of damage to the Goods is transferred to the Buyer at the moment agreed in the Purchase Contract, if no such moment is agreed, then at the moment the Goods are accepted from the Seller.
- 4.4. The Seller guarantees the Buyer that upon the acquisition of the ownership right to the subject of purchase and its use there will not be a breach of third-party intellectual property rights (in particular industrial rights and copyrights).
- 4.5. If the use of the subject of purchase breaches intellectual property rights in accordance with the previous paragraph, the Seller is obliged to compensate the Buyer for all damage the Buyer suffers as a consequence of the aforementioned breach of intellectual property rights and ensure for the Buyer the uninterrupted exercise of ownership rights to the subject of purchase, in particular its uninterrupted use.

5. QUANTITY, QUALITY OF GOODS, LIABILITY FOR DEFECTS AND WARRANTY

- 5.1. The Seller is obliged to deliver the Subject of Purchase free of defects and in a quality and with a design suitable for the purpose determined in the Purchase Contract, and complying with all valid legal regulations, permits, approvals, CSN and EN standards, quality standards and conditions of the Purchase Contract, including its annexes.
- 5.2. The Seller represents that the Goods delivered do not have and will not have any defects and that there are no legal obstacles preventing it or limiting it in the exercise of ownership rights to the Goods.
- 5.3. The Goods have defects, in particular, if:
- They do not have the properties that the parties agreed in the Contract, if there is no such provision then properties that the Seller or manufacturer described or that the Buyer expected with regard to the nature of the Goods and based on the advertising it used;
 - They are not fit for the purpose that is stated in the Contract, if the

- purpose is not stated, for the purpose for which the Seller states or for which Goods of such type are usually used;
- The quality or design does not correspond to a contracted sample or template, if the quality or design was determined in accordance with a contracted sample or template;
 - They are not in the appropriate quantity, extent, weight or packaging;
 - They do not comply with the requirements of the relevant legal regulations.
- 5.4. The Seller's duty to deliver and the Buyer's duty to take off the agreed quantity of Goods is regarded as having been performed, if the quantity of goods actually delivered and taken off differs from the quantity of Goods agreed in the Purchase Contract by no more than 5%.
- 5.5. The Seller provides a warranty for quality of the Goods lasting according to the nature of the Goods as determined in the product sheet, but no less than four (4) months starting on the day following the day of handover of the Goods to the Buyer.
- 5.6. The Seller is obliged to ensure that the Goods delivered will, during the warranty term, be fit for use for the contracted or other usual purpose and that they will retain their contracted or other usual properties. Information about the use-by or sell-by date stated in the Purchase Contract, the product sheet for the Goods and these Purchasing Terms and Conditions or on the packaging of the Goods is also regarded as the warranty term.
- 5.7. If the Goods have defects, the Buyer is, at its own discretion, entitled to request the correction of the defects through the delivery of substitute Goods instead of the defective Goods, the delivery of missing Goods, the removal of legal defects, the removal of correctable defects through a repair to the Goods, the bringing of the Goods into line with the relevant documentation, a reasonable discount on the purchase price, or in the event of a material breach of the Contract it may withdraw from the Contract.
- 5.8. If the Buyer ascertains any defect in the subject of purchase, the Seller will promptly, following written notification by the Buyer, commence rapid remedial steps and, with the relevant care, completely correct the defect or shortcoming by, in accordance with a written choice of the Buyer (contained in a notification of defects from the Buyer):
- Removing the defective part of the subject of purchase by delivery of substitute Goods, delivering missing Goods or removing legal defects;
 - Repairing the defective part of the subject of purchase and bringing it into line with the Purchase Contract; or
 - Providing the Buyer with a discount on the purchase price, which will correspond to the difference between the value that the subject of purchase would have had without defects and the value of the defective subject of purchase.
- 5.9. The Seller will arrange the execution of a remedy for defects or shortcomings in such a manner that such remedy is achieved with the minimum interference with the Buyer's operations. The relevant defect will be corrected no later than within seven (7) days of its notification, unless, with regard to the nature of the defect or shortcoming in the subject of purchase, it is agreed otherwise between the contracting parties.
- 5.10. If the Seller is in delay with correcting defects in the subject of purchase during the warranty term, the Seller is obliged to pay the Buyer a contractual penalty totalling 0.01% of the purchase price for each individual defect and each day of delay correcting it, up to the maximum amount of 5% of the purchase price.
- 5.11. If defective performance by the Seller is regarded as a breach of the Contract in a material manner, it entitles the Buyer to withdraw from the Contract.
- 5.12. If the Seller does not rapidly effect a remedy for a defect ascertained or does not complete such remedy in time and with the relevant care, the Buyer is entitled to have defects corrected by a third party at the Seller's expense.
- 5.13. Exercising a right under defective performance does not affect the Buyer's right to compensation for damage caused by the provision of defective performance.
- 5.14. In the event of a dispute between the Seller and the Buyer about the quality of goods, what is decisive for both contracting parties is a binding measurement and decision made by an independent inspection company (expert third party). The costs of the measurement and decision will be borne by the party whose allegations about the quality of the Goods prove to be incorrect based on the measurement and decision by the independent inspection company.
- 6. PENALTY PROVISION**
- 6.1. In the event the Seller breaches its obligation to deliver the Goods to the Buyer in the agreed quantity or quality or the obligation to deliver the Goods to the Buyer in time, the Buyer is entitled to make a substitute purchase of Goods on the free market in a quantity equal to the quantity not delivered in accordance herewith (hereinafter the "Undelivered Goods"), for the purchase price usual at the given time and place, usually for a purchase price determined based on a MATIF quote (hereinafter a "Substitute Purchase") and bill the Seller for the difference between the purchase price for the Goods purchased in the Substitute Purchase and the purchase price the Buyer would have paid the Seller, if it had properly performed the obligations resulting herefrom.
- 7. WITHDRAWAL FROM PURCHASE CONTRACT**
- 7.1. The Seller and the Buyer are entitled to withdraw from the Purchase Contract, in addition to other cases stipulated by these Purchasing Terms and Conditions or legal regulations, if the other contracting party commits a material breach of duties resulting for it from the Purchase Contract. The following, in particular, are regarded as material breaches of contractual duties:
- A delay by the Buyer with paying the purchase price lasting for more than 30 days, if the Seller notifies the Buyer in writing of the fact that the Buyer is in arrears;
 - A delay of more than 5 days by the Seller with delivering Goods or documentation related to Goods necessary for the use or application of the Goods;
 - A delay by the Seller with correcting defects in the Goods by the deadlines stipulated by these Purchasing Terms and Conditions.
- 7.2. Withdrawal from the Purchase Contract is effective upon the delivery of written notification of the contracting party withdrawing from the Purchase Contract to the other contracting party. The notification of withdrawal from the Purchase Contract must specifically state the reason for withdrawal.
- 7.3. Withdrawal from the Purchase Contract terminates all rights and duties of the parties under the Purchase Contract, with the exception of right to damages and to the payment of a contractual penalty and the provisions of the Purchase Contract and of these Purchasing Terms and Conditions that concern the choice of law, resolution of disputes between the parties and the adjustment of the parties' rights and duties in case of the termination of the Purchase Contract. If a debt was secured, such withdrawal does not affect the security.
- 8. COMPENSATION FOR DAMAGE**
- 8.1. A contracting party that breaches any duty resulting from the Purchase Contract is obliged to compensate the other contracting party for damage that it causes through a breach of duty; this also applies to a person whose interest compliance with the agreed duty was evidently to serve.
- 8.2. The duty to compensate for damage does not arise if non-compliance with the duty by the obligated party was caused by an action of the aggrieved party or a lack of co-operation that the aggrieved party was obliged to provide. The contracting party that committed a breach of duty is not obliged to compensate the other contracting party for damage caused thereby, if it proves that such breach of duty was a consequence of an obstacle that was extraordinarily unforeseeable and could not be overcome or a consequence of force majeure.
- 8.3. If there is a breach of any duty under the Purchase Contract by any of the contracting parties and, as a consequence of such breach of duty, the other contracting party suffers or both parties suffer damage, the contracting parties will use all efforts and means for an amicable out-of-court resolution of the claim for compensation for such damage.

9. FORCE MAJEURE

- 9.1. Neither of the contracting parties is responsible for any non-compliance with a duty under the Purchase Contract, if such non-compliance or delay was caused by an extraordinary unforeseeable obstacle that cannot be overcome and that occurred independent of the will of the obliged party and prevented it from complying with its duty (hereinafter “**Force Majeure**”). An obstacle arising due to the personal situation of the obliged party or arising at the time the party was already late performing a contracted duty or an obstacle that the obliged party was obliged to overcome, however, does not relieve it from liability for performing the obligation.
- 9.2. For the purposes of this Contract, if the conditions stated in the previous paragraph are met, the following, in particular, are regarded as Force Majeure events:
- Natural disasters, fires, earthquakes, landslips, floods, flooding, whirlwinds and other atmospheric problems and phenomena of a marked extent; or
 - Wars, rebellions, uprisings, civil disturbances or strikes; or
 - Decisions or normative acts of public authority bodies, regulations, limitations, prohibitions or other interference of the state, State administration or self-government bodies;
 - Explosions or other damage or significant problems with the relevant production or distribution facility.
- 9.3. The contracting party that breached, breaches or expects, with regard to all known facts, that it will breach a duty under the Purchase Contract, as a consequence of a Force Majeure event occurring, is obliged to promptly notify the other contracting party of such breach or event and make every possible effort to avert such event or its consequences and to correct them.

10. CHOICE OF LAW AND DISPUTE RESOLUTION

- 10.1. The legal relationship, or rather the rights and duties of the contracting parties under the Purchase Contract, their securing, change and termination are governed exclusively by the legal order of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**” in these Purchasing Terms and Conditions). Trade clauses used in the Purchase Contract are interpreted in accordance with INCOTERMS 2020.
- 10.2. The application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 and international private law standards is excluded.
- 10.3. If any dispute arises between the contracting parties in relation to the Purchase Contract, its application or interpretation, the contracting parties will make every effort to ensure such dispute is resolved amicably.
- 10.4. The contracting parties agree that the courts of the Czech Republic have exclusive power and jurisdiction. If a dispute cannot be resolved amicably, either of the contracting parties is entitled to submit the dispute for a decision to the court that has the jurisdiction on the substance and local jurisdiction in accordance with the Buyer’s registered office.

11. DUTY OF CONFIDENTIALITY

- 11.1. The Seller may not provide, disclose or otherwise enable access by any third party or make use for itself or for another or use in conflict with the purpose of the Contract any information that is competitively significant, determinable, valuable and is not ordinarily available to the Seller in the relevant business circles, disclosed directly or indirectly by the Buyer in tangible or intangible form or with which it familiarises itself in connection with the performance of duties in accordance with the Contract (hereinafter the “**Duty of Confidentiality**”).
- 11.2. The Duty of Confidentiality does not apply regarding information that:
- The Seller obtained before the conclusion of the Contract, without breaching any legal duty;
 - The Buyer itself provided to a third party or published before the conclusion of the Contract or during its validity;
 - Became generally available before the conclusion of the Contract or while it was valid, without a breach of the Duty of Confidentiality by one

of the contracting parties;

- Is expressly designated by the Buyer, during provision or disclosure, in writing as information to which the Duty of Confidentiality does not apply; and
- Whose provision is necessary for the purposes of performance of the Contract, only for the provision of such information to approved subcontractors of the Seller and under the condition that such subcontractor will be obliged to protect the information at least to the same extent as the Seller is bound to do so.

12. OTHER PROVISIONS

- 12.1. The Purchase Contract may be amended only by written amendments that will be numbered in ascending order and signed by the contracting parties’ authorised representatives. The contracting parties exclude the acceptance of an offer with an amendment or deviation and insist on the achievement of complete agreement on the total content of a written amendment and its requisites.
- 12.2. Without the Buyer’s written consent, the Seller is not entitled to assign its rights or duties under the Purchase Contract or the Contract as a whole to a third party. The Buyer is entitled to assign its rights or duties resulting from the Contract or the Contract as a whole to any third party.
- 12.3. The Seller is not entitled to unilaterally set off its own receivables due from the Buyer.
- 12.4. The Seller shall keep all its representations that are contained in these Purchasing Terms and Conditions valid for the entire duration of deliveries of Goods, for the duration of these Purchasing Terms and Conditions.
- 12.5. No provision of the Purchase Contract or these Purchasing Terms and Conditions will be interpreted as the provision of any exclusivity by the Buyer to the Seller or for certain customers of the Seller.
- 12.6. The Seller is obliged to submit to the Buyer, at its request, documents about its legal existence, authorisation to do business (extract from Commercial Register, registration as a VAT payer, extract from the trade license register, etc.), bank account and, in the event of any changes thereto, submit documents with updated information without delay.
- 12.7. The Seller is obliged to promptly notify the Buyer of every change to the personnel of its statutory body and persons authorised to conclude a Purchase Contract, as well as every change to a controlling entity in accordance with valid legal regulations, no later than within 14 days of the moment the change occurred. In the event of a breach of this obligation, the Buyer becomes entitled to damages for the damage suffered directly or indirectly as a consequence of a breach of this duty by the Seller.
- 12.8. The Buyer reserves the right to withdraw from the Contract in writing in the event that the change to the personnel of the Seller’s statutory body or that of its controlling entity is seen by the Buyer as highly risky. Withdrawal is effective at the moment of delivery of notification of withdrawal to the Seller.
- 12.9. The contracting parties accept the risk of a change of circumstances in the meaning of Section 1765(2) of the Civil Code.
- 12.10. The contracting parties have agreed to exclude the application of Sections 1798 to 1801 of the Civil Code.
- 12.11. Any agreed contractual penalty in accordance with the relevant provisions of the Purchase Contract or these Purchasing Terms and Conditions does not relieve the aggrieved contracting party from the right to damages for the damage caused by such breach of a contractual duty by the opposite contracting party, and the duty of the contracting party breaching its duty is to compensate such damage beyond the contractual penalty
- 12.12. Information about personal data processing by the Buyer is available at the address www.agrofert.cz.
- 12.13. These Purchasing Terms and Conditions exclude the application of any delivery or sales terms and conditions of the Seller stated or pre-printed on an order confirmation, delivery bill, invoice or other documents that

were delivered by the Buyer to the Seller independently or together with the Goods and were not expressly approved in writing in advance by the Seller.

12.14. These Purchasing Terms and Conditions come into force and effect on 20 January 2023. The Buyer will send an amendment to these Purchasing Terms and Conditions to the Seller for information at least 30 days before it comes into force.

The Seller represents that it has familiarised itself with these Purchasing Terms and Conditions and agrees with their content, which, upon their acceptance, become part of future Purchase Contracts between the Seller and the Buyer, in witness whereof it appends its signature.

In on

Signature:

Company:

Represented by: